

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS  
NON-PUBLISHED RATES 14 (MC2018-186)

Docket No. CP2018-260

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING A  
SIGNED MODIFICATION TWO TO THE  
GLOBAL EXPEDITED PACKAGE SERVICES – NONPUBLISHED RATES 14  
CUSTOMER CONTRACT WITH SERIAL NUMBER ENDING: 0242  
(March 27, 2020)**

On March 24, 2020, the United States Postal Service (Postal Service) filed a notice of filing Modification Two to the Global Expedited Package Services – Non-Published Rates 14 (GEPS NPR 14) customer contract with serial number ending 0242, respectfully requesting that the Commission continue to list the GEPS NP14 customer with serial number ending 0242 (Agreement) in the Mail Classification Schedule through April 30, 2020. Footnote 4 of that filing stated “In this instance, the Postal Service is filing an unsigned modification, because the customer has indicated that it plans to sign the modification soon.”<sup>1</sup>

The customer and the Postal Service have since executed the modification. A redacted signed Modification Two is attached to this notice and replaces the version included as Attachment 1 to the Postal Service’s initial notice of filing Modification Two in this docket on March 24, 2020. A non-public version of the signed Modification Two

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<sup>1</sup> Notice of the United States Postal Service of Filing Modification Two to the Global Expedited Package Services – Non-Published Rates 14 Customer Contract with Serial Number Ending: 0242, Docket No. CP2018-260, March 24, 2020. Due to exigent circumstances occasioned by current events that are well known to the Commission, Modification Two was not sent to the customer until March 23, 2020, and the customer was only able to sign Modification Two on March 25, 2020.

is also being filed separately under seal with the Postal Regulatory Commission and replaces the version filed with the Postal Service's initial notice in this docket. The text of the Modification Two included in the public and non-public portions of this filing is identical to the text of the draft version of the modification that was included in the Postal Service's March 24, 2020 filing in this docket. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's notice of March 25, 2019, in this docket.<sup>2</sup> The application protects from disclosure the information that has been redacted from the modification that the Postal Service is filing today with this notice.

Respectfully submitted,

UNITED STATES POSTAL SERVICE  
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March 27, 2020

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<sup>2</sup> Notice of the United States Postal Service of Filing Modification One Terminating the Global Expedited Package Services – Non-Published Rates 14 Customer Contract with Serial Number Ending: 0185, Docket No. CP2018-260, March 25, 2019.

**MODIFICATION TWO TO THE  
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN  
THE UNITED STATES POSTAL SERVICE AND**

[REDACTED]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on February 13, 2019, and by the USPS on February 14, 2019, and as amended by Modification One, signed by the Mailer and by the USPS on February 13, 2020. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following change to the Agreement.

Article 12 Term of the Agreement shall now read as follows:

**12. Term of the Agreement.** The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect until 11:59 p.m. on April 30, 2020, unless terminated sooner pursuant to Article 13, Article 14, or Article 34.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2018-260 Serial Number NPR14-FY19-DEC18-N-T7-0242). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found in part 3007 of the regulations concerning the Commission in Title 39 of the Code of Federal Regulations.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

**ON BEHALF OF THE UNITED STATES POSTAL SERVICE:**

Signature:



Name:

Donald W Ross

Title:

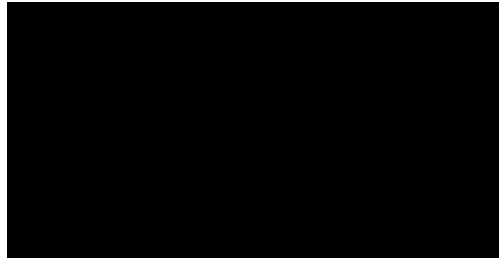
Director Intl Sales

Date

3/25/2020

**ON BEHALF OF** 

Signature:



Name:

Title:

Date:

March 25, 2020